IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.458 OF 2006

IN

SUMMARY SUIT NO.2129 OF 2006

Padma Metal Industries Pvt.Ltd. ...Plaintiffs

v/s

Bijeo Electricals and anr. ...Defendants

Mr R.S. Champawat for Plaintiffs.

Mr Clive D'Souza for Defendants.

CORAM : D.K. DESHMUKH J.

DATE : 16TH JANUARY 2007.

P.C. :-

1. The plaintiffs have filed the suit for recovery of price of the goods which, according to the plaintiffs, were supplied to the defendants under the invoices at Exhs.'A' and 'B'. According to the plaintiffs, the goods were delivered to the defendants who accepted it on behalf of the defendant No.1 in Mumbai. According to the plaintiffs, the defendants did not make payment of the price of the goods and therefore three letters were addressed to the defendants from July 2004 till January 2005. Despite receipt of those letters, there was no response from the defendants. Therefore, this suit has been filed for recovery of the price of the goods.

2. The defence of the defendants is of total denial. The defendants deny that they put any order for supply of goods, they deny that they received the goods, they deny that they have received any letters from the plaintiffs demanding the amount. The plaintiffs have relied on acknowledgment given by the courier company indicating that the defendants had received the letters by which the amount was demanded. A letter containing a false statement was addressed to the Advocate for plaintiffs that inspection of the acknowledgment of the

letters was not given whereas in the plaint it is stated that the plaintiffs had not only given inspection of the acknowledgment of the letters, but photocopies of the acknowledgments were given to the defendants. The conduct of the defendants shows that they are desperate and therefore the stand of total denial is taken by the defendants just to avoid liability to make payment. The documents at Exhs.'C' and 'D' show that the defendants have not only put rubber stamp but also signed those documents. Similar is the case with the acknowledgments. The defence of the defendants that the plaintiffs have forged not only the acknowledgments on delivery challans but also acknowledgments on receipts of the courier company is incapable of being believed. I put it to the learned counsel appearing for defendants that if the defendants are willing to prove that they have not signed all the documents, then they should at least deposit the amount of principal, so that they can get an opportunity of being heard. This shows that the defendants are not in a position to pay any amount and therefore, have adopted the defence which is totally false. The defendants are not entitled to leave to defend the suit and the plaintiffs are entitled to a decree in the suit. Summons for judgment is granted, suit of the plaintiffs is decreed in terms of the prayer clause of the suit. Refund of court fees as per rules.

. Parties to act on the copy of this order duly authenticated by the Associate / Private Secretary as true copy.

. Certified copy expedited.